

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

THE BOSTON SOCIETY OF VULCANS OF MASS., INC.

This Agreement is made as of the day of , 1992 by and between the Boston Redevelopment Authority, hereinafter called the Licensor, and the Boston Society of Vulcans of Mass., Inc., hereinafter called the Licensee.

A license to occupy the License Area, as described in Exhibit A attached to this Agreement and made a part hereof, is approved subject to the following terms and conditions:

1. The License Area is to be used solely for the purpose of a fund-raising carnival including all rides, games, refreshments and entertainment associated with the carnival and shall consist of Parcel P-3a located at the corner of Tremont Street and New Dudley Street in Roxbury, and containing approximately 77,100 square feet, as more fully described in Exhibit A to this Agreement.
2. The License shall be for the period from May 18, 1992 to May 25, 1992 (the "License Period"). The carnival and related activities are to take place during the License Period. The carnival will operate only at those hours specified by the City of Boston as stated in their permit.
3. The License Fee shall be One Dollar (\$1.00).
4. The Licensee agrees that it is not eligible for relocation benefits.
5. The License Area is to be vacated on one (1) day written notice by the Licensor. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license.
6. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and costs of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all actions, including any legal proceedings,

necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

7. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licenser and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Five Hundred Thousand (\$500,000) Dollars for property damage, One Million (\$1,000,000) Dollars for injury or death to one person, and Two Million (\$2,000,000) Dollars for injury or death to more than one person in a single accident. The Licenser shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licenser prior to taking occupancy of the License Area under this Agreement.
8. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
9. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
10. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
11. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licenser.

The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

12. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licenser shall establish from time to time upon notice to the Licensee.

13. Failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
14. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
15. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term. The Licensee shall restore any fencing removed or damaged during Licensee's occupancy of the License Area to its original condition by June 25, 1992 subject to the Licensor's acceptance of said restoration.
16. The Licensee shall provide at its expense adequate police, security personnel, pedestrian crossing guards for New Dudley Street and Tremont Street, and other safety and medical personnel to insure the safety of carnival attendees.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

By: _____
Theodore S. Chandler,
Acting Director

THE BOSTON SOCIETY OF VULCANS
OF MASS., INC.

By: _____

SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and shall be responsible to maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s)' workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance with any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expense.
4. The Licensee will have complete responsibility for compliance with all federal, state and municipal laws, codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.
6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #7 of the License Agreement, with the Boston Redevelopment Authority named as additional insured over the term of the License for use of the License Area.
8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.
9. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.
10. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site

measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.

11. Licensee acknowledges this is a temporary license and their occupancy is only for a limited interim use.
12. The Licensee assumes all liability, personal and private, for any and all motor vehicles in the License Area.
13. License shall provide and assume all costs of the License Area including police, fire, security guards, ambulances or sanitary services required to insure compliance with all laws, codes and ordinances.
14. The Licensee shall comply with all applicable laws and ordinances governing the disposal of debris, rubbish and trash on or off the locations and shall not commit trespass on any private property in any operation due to or connected with this License Agreement.
15. The Licensee shall take adequate precautions to protect all existing walks, roads, streets, utilities, pipes, curbs, pavements, fencing, hydrants, signs, trees, and plantings on or off the premises and shall repair and replace or otherwise make good as directed by the Licensor, any damage so caused. All streets and sidewalks shall be kept free of all debris and equipment to provide safety and minimum inconveniences to the public.
16. The Licensee shall assist and provide backup during any emergency call for medical, fire, evacuation, or crowd control management; and maintain safe and effective evacuation procedures in the event of an emergency. In addition, Licensee shall respond to reported crimes, accidents, injuries and any emergency situation and stand ready to effect an emergency evacuation according to specific orders of City officials when appropriate.
17. Licensee shall immediately notify the Boston Police and Boston Fire Departments of any emergency requiring their service. The Licensee is expected to transmit all information accurately to both the Boston Fire Department and the Boston Police Department and to arrange a suitable meeting place in expediting their entrance to the License Area.
18. The Licensee must provide and utilize their own dumping locations at their expense. Illegal dumping and disposal under this License Agreement is prohibited.
19. The Licensee shall not commence or continue to perform any work at the License Area unless the Licensee has in full force and effect all required

EXHIBIT A

insurance, and until all insurance certificates have been filed evidencing the specific insurance coverage required, nor shall any payment for work performed become due and payable until those certificates have been filed. The Licensee shall not permit any subcontractor, supplier or other person or organization to perform work unless the worker's compensation insurance requirements have been complied with by that subcontractor, supplier, other persons or organization.

All insurance policies provided pursuant to the foregoing provisions of these insurance requirements shall be in the form and written by companies satisfactory to the Licensor.

As evidence of specified insurance coverage, the Licensee shall provide certificates of insurance itemizing the specific policies issued, the limits of coverage afforded, and the endorsements provided, all in accordance with the requirements of the forms prescribed in the License Agreement, or as required by the Licensee prior to execution or any extension.

All the policies of insurance so required of the Licensee shall be endorsed to include as additional insureds: the Boston Redevelopment Authority as Licensor, the City of Boston, Authority's consultants, and each of their directors, officers, employees, representatives, or agents. The insurance afforded to these additional insureds shall be primary insurance. If the additional insured have other insurance which might be applicable to any loss, the amount of insurance provided under the Licensee's policies of insurance shall not be reduced or prorated by the existence of other insurance.

Without limitation of any other provisions of this License Agreement, if (a) the Licensee's agreement herein to insure or to name as additional insured the Authority or any other specified additional insured with respect to contractual liability assumed by the Licensee under the terms of this License Agreement or otherwise, or (b) any contract of insurance between the Licensee or any Sub-Licensee and its insurance company shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that such circumstances shall not otherwise affect the validity or enforceability of the Licensee's agreements and obligations under this License Agreement nor the validity or enforceability of such contract of insurance, each of which shall be enforced to the fullest extent permitted by law.

EXHIBIT B

ALLIED SPECIALTY INSURANCE, INC.
10451 Gulf Boulevard, Treasure Island, Florida 33706
Toll Free 1-800-337-3355 National
1-800-282-3776 Florida

Certificate number: 25

CERTIFICATE OF INSURANCE

This certificate neither affirmatively nor negatively amends, extends or alt the coverage afforded by the policy(ies) described hereon and is issued as a matter of information and confers no right upon the holder.

The policy(ies) identified below by a policy number is in force on the date certificate issuance. Insurance is afforded only with respect to those cover ages for which a specific limit of liability has been entered and is subject all terms of the policy having reference thereto. Nothing herein contained shall modify any provision of said policy.

In the event of cancellation of the policy, the company issuing said policy will make all reasonable effort to send notice of cancellation to the certificate holder at the address shown hereon, but the company assumes no responsibilities for any mistake or failure to give such notice.

Any insurance made a part of the policy includes as a person insured with respect to an occurrence taking place at a Carnival site: (1) the fair or exhibition association, sponsoring organization or committee (2) the owner or lessee thereof (3) a municipality granting the Named Insured permission to operate a(n) Carnival, but only as respects bodily injury or property damage caused by or contributed to by the negligence of the Named Insured acting in the course and scope of their employment.

NAME & ADDRESS OF INSURED:

Rockwell Amusements and Promotions

Harold Pera
P.O. Box 338
North Scituate, R.I. 02857-0338

ADDITIONAL INSURED:

Brady

NAME & ADDRESS OF CERTIFICATE HOLDER:

DATES: _____ to _____

SAMPLE

PRIMARY COVERAGE

EXCESS COVERAGE

Company:

T.H.E. Insurance Company

Policy Number:

11027775

LIABILITY LIMITS

Bodily Injury:

\$1,000,000.00

Property Damage:

Included

Bodily Injury & Property Damage

Bodily Injury & Property Damage

Excess of

Excess of

Excess of

Excess of

Food Products:

Included

Policy Period:

From:

6/15/91

To:

6/15/92

0/00/00

0/00/00

0/00/00

0/00/00

* - COMBINED SINGLE LIMIT

Coverage shown herein applies only to those items scheduled on or endorsed to the policy. This certificate is not valid unless an original signature appears below. (Copies Not Valid.)

Date of Certificate Issuance *May 22, 1991*

Authorized Signature

Charles T. Landman

EXHIBIT A



MEMORANDUM

APRIL 23, 1992

TO: BOSTON REDEVELOPMENT AUTHORITY AND
THEODORE S. CHANDLER, ACTING DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR
FOR NEIGHBORHOOD HOUSING AND DEVELOPMENT
ANDREA d'AMATO, ASSISTANT FOR PROGRAM DEVELOPMENT
FOR NEIGHBORHOOD HOUSING AND DEVELOPMENT

SUBJECT: REQUEST AUTHORIZATION TO ENTER INTO A LICENSE AGREEMENT
WITH THE BOSTON SOCIETY OF VULCANS OF MASS., INC. TO USE
PARCEL P-3A AT THE CORNER OF TREMONT AND NEW DUDLEY
STREETS IN ROXBURY AS A CARNIVAL SITE.

SUMMARY: This Memorandum requests that the Director be authorized to enter into a license agreement with the Boston Society of Vulcans of Mass., Inc., to use Parcel P-3a, located at the corner of Tremont and New Dudley Streets in Roxbury, from May 18 to 25, 1992, as a carnival site; the proceeds of the carnival will create a scholarship fund for college bound area youth.

Background

The Boston Society of Vulcans of Mass., Inc., is a non-profit organization of Black Professional Fire Fighters. The Vulcan Society sponsors carnivals for the purpose of creating a scholarship fund for college bound area youth. Last year, the Society held the event on Parcel 22, located on Tremont and Prentiss Streets, and it was a tremendous success. This year, however, Parcel 22 is unavailable for use as the Police Headquarters project develops.

In order to continue raising funds for college bound area youth, the Society is requesting to hold the Carnival on Parcel P-3a in the Campus High Urban Renewal Area of Roxbury. The entire site of Parcel P-3a is estimated at 77,100 square feet of land and is located at the corner of Tremont and New Dudley Streets, next to the Humphrey Occupational Resource Center (see Exhibit A).

The Society will provide \$1 million in insurance (see Exhibit B) and obtain all necessary City and State permits. They will provide toilets and clean the entire area during and after the Carnival, as well as supply a minimum of six members during the carnival for security.

Recommendation

It is, therefore, recommended that the Director be authorized to enter into a license agreement (see Exhibit C) with the Boston Society of Vulcans of Mass., Inc., to use Parcel P-3a, located at the corner of Tremont and New Dudley Streets in Roxbury, from May 18 to 25, 1992, as a carnival site; the proceeds of the carnival will create a scholarship fund for college bound area youth.

An appropriate vote follows:

VOTED: That the Director be authorized to enter into a license agreement with Boston Society of Vulcans of Mass., Inc., to use Parcel P-3a, located at the corner of Tremont and New Dudley Streets in Roxbury, from May 18 to 25, 1992, as a carnival site. The purpose of the carnival is to raise scholarship funds for college bound area youth.